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SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("Seller"), and Robert Hsu, as buyer ("Buyer"), entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of July 28, 2000, as amended by that certain First Amendment thereto dated as of February 28, 2001 (collectively, the "Agreement");

WHEREAS, Buyer has requested that Seller modify the Agreement, as more particularly hereafter set forth; and

WHEREAS, Seller is willing to modify the Agreement, but only on the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer and Seller acknowledge and agree that:
 - (a) Pursuant to paragraph 4.10 of the Agreement, Seller has previously delivered to Buyer the NFA concerning the Property. Buyer has approved the NFA, and hereby acknowledges and agrees that all conditions precedent to Closing for the benefit of Buyer have been satisfied, other than receipt of the Title Policy at Closing, recordation of the Final Map, and Seller's approval of Buyer's Improvements.
 - (b) Seller has delivered its Closing Notice to Buyer, setting forth a projected Closing Date of July 15, 2001. Buyer and Seller agree that Buyer shall

submit to Seller for Seller's approval under Agreement paragraph 1.5. Buyer's conceptual drawings for site planning and landscaping on or before May 14, 2001, and Buyer shall deliver to Seller all other detailed plans, specifications and drawings described in Agreement paragraph 1.5 on or before June 26, 2001.

(c) Buyer and Seller agree to amend Agreement paragraphs 1.2 and 6.1.1 to replace the date "March 31, 2001" appearing therein with the date "July 15, 2001".

3. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any further extension(s) or modification(s) of the Agreement.

4. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any

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express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail.

Dated as of 4.6, 2001

SELLER:

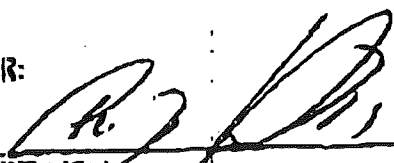
BOEING REALTY CORPORATION, a
California corporation

By


STEPHEN J BARKER
DIRECTOR-BUSINESS OPERATIONS

Its

BUYER:


ROBERT HSU